

**IN UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLORADO**

Civil Action No. \_\_\_\_\_

CENTURYLINK COMMUNICATIONS, LLC,  
CAROLINA TELEPHONE AND TELEGRAPH COMPANY LLC d/b/a CENTURYLINK,  
CENTRAL TELEPHONE COMPANY d/b/a CENTURYLINK,  
CENTRAL TELEPHONE COMPANY OF TEXAS d/b/a CENTURYLINK,  
CENTRAL TELEPHONE COMPANY OF VIRGINIA d/b/a CENTURYLINK,  
CENTURYTEL MIDWEST-MICHIGAN, INC. d/b/a CENTURYLINK,  
CENTURYTEL OF ALABAMA, LLC d/b/a CENTURYLINK,  
CENTURYTEL OF ADAMSVILLE, INC. d/b/a CENTURYLINK,  
CENTURYTEL OF ARKANSAS, INC. d/b/a CENTURYLINK,  
CENTURYTEL OF CENTRAL ARKANSAS, LLC d/b/a CENTURYLINK,  
CENTURYTEL OF CENTRAL INDIANA, INC. d/b/a CENTURYLINK,  
CENTURYTEL OF CENTRAL LOUISIANA, LLC d/b/a CENTURYLINK,  
CENTURYTEL OF CENTRAL WISCONSIN, LLC d/b/a CENTURYLINK,  
CENTURYTEL OF CHATHAM, LLC d/b/a CENTURYLINK,  
CENTURYTEL OF CHESTER, INC. d/b/a CENTURYLINK,  
CENTURYTEL OF CLAIBORNE, INC. d/b/a CENTURYLINK,  
CENTURYTEL OF COLORADO, INC. d/b/a CENTURYLINK,  
CENTURYTEL OF COWICHE, INC. d/b/a CENTURYLINK,  
CENTURYTEL OF EAGLE, INC. d/b/a CENTURYLINK,  
CENTURYTEL OF EAST LOUISIANA, LLC d/b/a CENTURYLINK,  
CENTURYTEL OF EASTERN OREGON, INC. d/b/a CENTURYLINK,  
CENTURYTEL OF EVANGELINE, LLC d/b/a CENTURYLINK,  
CENTURYTEL OF FAIRWATER-BRANDON-ALTO, LLC d/b/a CENTURYLINK,  
CENTURYTEL OF FORESTVILLE, LLC d/b/a CENTURYLINK,  
CENTURYTEL OF IDAHO, INC. d/b/a CENTURYLINK,  
CENTURYTEL OF INTER ISLAND, INC. d/b/a CENTURYLINK,  
CENTURYTEL OF LAKE DALLAS, INC. d/b/a CENTURYLINK,  
CENTURYTEL OF LARSEN-READFIELD, LLC d/b/a CENTURYLINK,  
CENTURYTEL OF MICHIGAN, INC. d/b/a CENTURYLINK,  
CENTURYTEL OF MINNESOTA, INC. d/b/a CENTURYLINK,  
CENTURYTEL OF MISSOURI, LLC d/b/a CENTURYLINK,  
CENTURYTEL OF MONROE COUNTY, LLC d/b/a CENTURYLINK,  
CENTURYTEL OF MONTANA, INC. d/b/a CENTURYLINK,  
CENTURYTEL OF MOUNTAIN HOME, INC. d/b/a CENTURYLINK,  
CENTURYTEL OF NORTH LOUISIANA, LLC d/b/a CENTURYLINK,  
CENTURYTEL OF NORTH MISSISSIPPI, INC. d/b/a CENTURYLINK,  
CENTURYTEL OF NORTHERN MICHIGAN, INC. d/b/a CENTURYLINK,  
CENTURYTEL OF NORTHERN WISCONSIN, LLC d/b/a CENTURYLINK,  
CENTURYTEL OF NORTHWEST ARKANSAS, LLC d/b/a CENTURYLINK,

CENTURYTEL OF NORTHWEST LOUISIANA, INC. d/b/a CENTURYLINK,  
CENTURYTEL OF NORTHWEST WISCONSIN, LLC d/b/a CENTURYLINK,  
CENTURYTEL OF ODOM, INC. d/b/a CENTURYLINK,  
CENTURYTEL OF OHIO, INC. d/b/a CENTURYLINK,  
CENTURYTEL OF OOLTEWAH-COLLEGE DALE, INC. d/b/a CENTURYLINK,  
CENTURYTEL OF OREGON, INC. d/b/a CENTURYLINK,  
CENTURYTEL OF PORT ARANSAS, INC. d/b/a CENTURYLINK,  
CENTURYTEL OF POSTVILLE, INC. d/b/a CENTURYLINK,  
CENTURYTEL OF REDFIELD, INC. d/b/a CENTURYLINK,  
CENTURYTEL OF RINGGOLD, LLC d/b/a CENTURYLINK,  
CENTURYTEL OF SAN MARCOS, INC. d/b/a CENTURYLINK,  
CENTURYTEL OF SOUTH ARKANSAS, INC. d/b/a CENTURYLINK,  
CENTURYTEL OF SOUTHEAST LOUISIANA, LLC d/b/a CENTURYLINK,  
CENTURYTEL OF SOUTHERN WISCONSIN, LLC d/b/a CENTURYLINK,  
CENTURYTEL OF SOUTHWEST LOUISIANA, LLC d/b/a CENTURYLINK,  
CENTURYTEL OF THE GEM STATE, INC. d/b/a CENTURYLINK,  
CENTURYTEL OF THE MIDWEST-KENDALL, LLC d/b/a CENTURYLINK,  
CENTURYTEL OF THE MIDWEST-WISCONSIN, LLC d/b/a CENTURYLINK,  
CENTURYTEL OF THE SOUTHWEST, INC. d/b/a CENTURYLINK,  
CENTURYTEL OF UPPER MICHIGAN, INC. d/b/a CENTURYLINK,  
CENTURYTEL OF WASHINGTON, INC. d/b/a CENTURYLINK,  
CENTURYTEL OF WISCONSIN, LLC d/b/a CENTURYLINK  
CENTURYTEL OF WYOMING, INC. d/b/a CENTURYLINK,  
COASTAL UTILITIES, INC. d/b/a CENTURYLINK,  
EMBARQ FLORIDA, INC. d/b/a CENTURYLINK,  
EMBARQ MINNESOTA, INC. d/b/a CENTURYLINK,  
EMBARQ MISSOURI, INC. d/b/a CENTURYLINK,  
GALLATIN RIVER COMMUNICATIONS L.L.C. d/b/a CENTURYLINK,  
GULF TELEPHONE COMPANY, LLC d/b/a CENTURYLINK,  
MEBTel, INC. d/b/a CENTURYLINK,  
QWEST CORPORATION d/b/a CENTURYLINK QC,  
SPECTRA COMMUNICATIONS GROUP, LLC d/b/a CENTURYLINK,  
TELEPHONE USA OF WISCONSIN LLC d/b/a CENTURYLINK,  
THE EL PASO COUNTY TELEPHONE COMPANY d/b/a CENTURYLINK,  
UNITED TELEPHONE COMPANY OF EASTERN KANSAS d/b/a CENTURYLINK,  
UNITED TELEPHONE COMPANY OF INDIANA, INC. d/b/a CENTURYLINK,  
UNITED TELEPHONE COMPANY OF KANSAS d/b/a CENTURYLINK,  
UNITED TELEPHONE COMPANY OF NEW JERSEY, INC. d/b/a CENTURYLINK,  
UNITED TELEPHONE COMPANY OF OHIO d/b/a CENTURYLINK,  
THE UNITED TELEPHONE COMPANY OF PENNSYLVANIA LLC d/b/a CENTURYLINK,  
UNITED TELEPHONE COMPANY OF TEXAS, INC. d/b/a CENTURYLINK,  
UNITED TELEPHONE COMPANY OF THE CAROLINAS LLC d/b/a CENTURYLINK,

UNITED TELEPHONE COMPANY OF THE NORTHWEST d/b/a CENTURYLINK,  
UNITED TELEPHONE COMPANY OF THE WEST d/b/a CENTURYLINK, and  
UNITED TELEPHONE SOUTHEAST LLC d/b/a CENTURYLINK,

Plaintiffs,

v.

LEVEL 3 COMMUNICATIONS, LLC,  
WILTEL COMMUNICATIONS, LLC, and  
GLOBAL CROSSING TELECOMMUNICATIONS, INC.,

Defendants.

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**COMPLAINT**

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Plaintiffs CenturyLink Communications, LLC, *et al.* (jointly “the CenturyLink LECs”), by and for their Complaint in the above-captioned proceeding, hereby state as follows against Defendants Level 3 Communications, LLC, WilTel Communications, LLC and Global Crossing Telecommunications, Inc., all subsidiaries of Level 3 Communications, Inc. (collectively “Level 3”), in regards to Level 3’s failure to pay tariffed access charges for CenturyLink LECs’ access services that Level 3 used to exchange “intraMTA” calls:

**PARTIES**

1. CenturyLink Communications, LLC is a limited liability company organized under the laws of the State of Delaware and has its principal place of business in Monroe, Louisiana.

2. Carolina Telephone and Telegraph Company, LLC d/b/a CenturyLink is a limited liability company organized under the laws of the State of North Carolina and has its principal place of business in Monroe, Louisiana.

3. Central Telephone Company d/b/a CenturyLink is a corporation organized under the laws of the State of Delaware and has its principal place of business in Monroe, Louisiana.

4. Central Telephone Company of Texas d/b/a CenturyLink is a corporation organized under the laws of the State of Texas and has its principal place of business in Monroe, Louisiana.

5. Central Telephone Company of Virginia d/b/a CenturyLink is a corporation organized under the laws of the Commonwealth of Virginia and has its principal place of business in Monroe, Louisiana.

6. CenturyTel Midwest-Michigan, Inc. d/b/a CenturyLink is a corporation organized under the laws of the State of Michigan and has its principal place of business in Monroe, Louisiana.

7. CenturyTel of Adamsville, Inc. d/b/a CenturyLink is a corporation organized under the laws of the State of Tennessee and has its principal place of business in Monroe, Louisiana.

8. CenturyTel of Alabama, LLC d/b/a CenturyLink is a limited liability company organized under the laws of the State of Louisiana and has its principal place of business in Monroe, Louisiana.

9. CenturyTel of Arkansas, Inc. d/b/a CenturyLink is a corporation organized under the laws of the State of Arkansas and has its principal place of business in Monroe, Louisiana.

10. CenturyTel of Central Arkansas, LLC d/b/a CenturyLink is a limited liability company organized under the laws of the State of Louisiana and has its principal place of business in Monroe, Louisiana.

11. CenturyTel of Central Indiana, Inc. d/b/a CenturyLink is a corporation organized under the laws of the State of Indiana and has its principal place of business in Monroe, Louisiana.

12. CenturyTel of Central Louisiana, LLC d/b/a CenturyLink is a limited liability company organized under the laws of the State of Louisiana and has its principal place of business in Monroe, Louisiana.

13. CenturyTel of Central Wisconsin, LLC d/b/a CenturyLink is a limited liability company organized under the laws of the State of Delaware and has its principal place of business in Monroe, Louisiana.

14. CenturyTel of Chatham, LLC d/b/a CenturyLink is a limited liability company organized under the laws of the State of Louisiana and has its principal place of business in Monroe, Louisiana.

15. CenturyTel of Chester, Inc. d/b/a CenturyLink is a corporation organized under the laws of the State of Iowa and has its principal place of business in Monroe, Louisiana.

16. CenturyTel of Claiborne, Inc. d/b/a CenturyLink is a corporation organized under the laws of the State of Tennessee and has its principal place of business in Monroe, Louisiana.

17. CenturyTel of Colorado, Inc. d/b/a CenturyLink is a corporation organized under the laws of the State of Colorado and has its principal place of business in Monroe, Louisiana.

18. CenturyTel of Cowiche, Inc. d/b/a CenturyLink is a corporation organized under the laws of the State of Washington and has its principal place of business in Monroe, Louisiana.

19. CenturyTel of Eagle, Inc. d/b/a CenturyLink is a corporation organized under the laws of the State of Colorado and has its principal place of business in Monroe, Louisiana.

20. CenturyTel of East Louisiana, LLC d/b/a CenturyLink is a limited liability company organized under the laws of the State of Louisiana and has its principal place of business in Monroe, Louisiana.

21. CenturyTel of Eastern Oregon, Inc. d/b/a CenturyLink is a corporation organized under the laws of the State of Oregon and has its principal place of business in Monroe, Louisiana.

22. CenturyTel of Evangeline, LLC d/b/a CenturyLink is a limited liability company organized under the laws of the State of Louisiana and has its principal place of business in Monroe, Louisiana.

23. CenturyTel of Fairwater-Brandon-Alto, LLC d/b/a CenturyLink is a limited liability company organized under the laws of the State of Delaware and has its principal place of business in Monroe, Louisiana.

24. CenturyTel of Forestville, LLC d/b/a CenturyLink is a limited liability company organized under the laws of the State of Delaware and has its principal place of business in Monroe, Louisiana.

25. CenturyTel of Idaho, Inc. d/b/a CenturyLink is a corporation organized under the laws of the State of Delaware and has its principal place of business in Monroe, Louisiana.

26. CenturyTel of Inter Island, Inc. d/b/a CenturyLink is a corporation organized under the laws of the State of Washington and has its principal place of business in Monroe, Louisiana.

27. CenturyTel of Lake Dallas, Inc. d/b/a CenturyLink is a corporation organized under the laws of the State of Texas and has its principal place of business in Monroe, Louisiana.

28. CenturyTel of Larsen-Readfield, LLC d/b/a CenturyLink is a limited liability company organized under the laws of the State of Delaware and has its principal place of business in Monroe, Louisiana.

29. CenturyTel of Michigan, Inc. d/b/a CenturyLink is a corporation organized under the laws of the State of Michigan and has its principal place of business in Monroe, Louisiana.

30. CenturyTel of Minnesota, Inc. d/b/a CenturyLink is a corporation organized under the laws of the State of Minnesota and has its principal place of business in Monroe, Louisiana.

31. CenturyTel of Missouri, LLC d/b/a CenturyLink is a limited liability company organized under the laws of the State of Louisiana and has its principal place of business in Monroe, Louisiana.

32. CenturyTel of Monroe County, LLC d/b/a CenturyLink is a limited liability company organized under the laws of the State of Delaware and has its principal place of business in Monroe, Louisiana.

33. CenturyTel of Montana, Inc. d/b/a CenturyLink is a corporation organized under the laws of the State of Oregon and has its principal place of business in Monroe, Louisiana.

34. CenturyTel of Mountain Home, Inc. d/b/a CenturyLink is a corporation organized under the laws of the State of Arkansas and has its principal place of business in Monroe, Louisiana.

35. CenturyTel of North Louisiana, LLC d/b/a CenturyLink is a limited liability company organized under the laws of the State of Louisiana and has its principal place of business in Monroe, Louisiana.

36. CenturyTel of North Mississippi, Inc. d/b/a CenturyLink is a corporation organized under the laws of the State of Mississippi and has its principal place of business in Monroe, Louisiana.

37. CenturyTel of Northern Michigan, Inc. d/b/a CenturyLink is a corporation organized under the laws of the State of Michigan and has its principal place of business in Monroe, Louisiana.

38. CenturyTel of Northern Wisconsin, LLC d/b/a CenturyLink is a limited liability company organized under the laws of the State of Delaware and has its principal place of business in Monroe, Louisiana.

39. CenturyTel of Northwest Arkansas, LLC d/b/a CenturyLink is a limited liability company organized under the laws of the State of Louisiana and has its principal place of business in Monroe, Louisiana.

40. CenturyTel of Northwest Louisiana, Inc. d/b/a CenturyLink is a corporation organized under the laws of the State of Louisiana and has its principal place of business in Monroe, Louisiana.

41. CenturyTel of Northwest Wisconsin, LLC d/b/a CenturyLink is a limited liability company organized under the laws of the State of Delaware and has its principal place of business in Monroe, Louisiana.

42. CenturyTel of Odon, Inc. d/b/a CenturyLink is a corporation organized under the laws of the State of Indiana and has its principal place of business in Monroe, Louisiana.

43. CenturyTel of Ohio, Inc. d/b/a CenturyLink is a corporation organized under the laws of the State of Ohio and has its principal place of business in Monroe, Louisiana.



44. CenturyTel of Ooltewah-Collegedale, Inc. d/b/a CenturyLink is a corporation organized under the laws of the State of Tennessee and has its principal place of business in Monroe, Louisiana.

45. CenturyTel of Oregon, Inc. d/b/a CenturyLink is a corporation organized under the laws of the State of Oregon and has its principal place of business in Monroe, Louisiana.

46. CenturyTel of Port Aransas, Inc. d/b/a CenturyLink is a corporation organized under the laws of the State of Texas and has its principal place of business in Monroe, Louisiana.

47. CenturyTel of Postville, Inc. d/b/a CenturyLink is a corporation organized under the laws of the State of Iowa and has its principal place of business in Monroe, Louisiana.

48. CenturyTel of Redfield, Inc. d/b/a CenturyLink is a corporation organized under the laws of the State of Arkansas and has its principal place of business in Monroe, Louisiana.

49. CenturyTel of Ringgold, LLC d/b/a CenturyLink is a limited liability company organized under the laws of the State of Louisiana and has its principal place of business in Monroe, Louisiana.

50. CenturyTel of San Marcos, Inc. d/b/a CenturyLink is a corporation organized under the laws of the State of Texas and has its principal place of business in Monroe, Louisiana.

51. CenturyTel of South Arkansas, Inc. d/b/a CenturyLink is a corporation organized under the laws of the State of Arkansas and has its principal place of business in Monroe, Louisiana.

52. CenturyTel of Southeast Louisiana, LLC d/b/a CenturyLink is a limited liability company organized under the laws of the State of Louisiana and has its principal place of business in Monroe, Louisiana.

53. CenturyTel of Southern Wisconsin, LLC d/b/a CenturyLink is a limited liability company organized under the laws of the State of Delaware and has its principal place of business in Monroe, Louisiana.

54. CenturyTel of Southwest Louisiana, LLC d/b/a CenturyLink is a limited liability company organized under the laws of the State of Louisiana and has its principal place of business in Monroe, Louisiana.

55. CenturyTel of the Gem State, Inc. d/b/a CenturyLink is a corporation organized under the laws of the State of Idaho and has its principal place of business in Monroe, Louisiana.

56. CenturyTel of the Midwest-Kendall, LLC d/b/a CenturyLink is a limited liability company organized under the laws of the State of Delaware and has its principal place of business in Monroe, Louisiana.

57. CenturyTel of the Midwest-Wisconsin, LLC d/b/a CenturyLink is a limited liability company organized under the laws of the State of Delaware and has its principal place of business in Monroe, Louisiana.

58. CenturyTel of the Southwest, Inc. d/b/a CenturyLink is a corporation organized under the laws of the State of New Mexico and has its principal place of business in Monroe, Louisiana.

59. CenturyTel of Upper Michigan, Inc. d/b/a CenturyLink is a corporation organized under the laws of the State of Michigan and has its principal place of business in Monroe, Louisiana.

60. CenturyTel of Washington, Inc. d/b/a CenturyLink is a corporation organized under the laws of the State of Washington and has its principal place of business in Monroe, Louisiana.

61. CenturyTel of Wisconsin, LLC d/b/a CenturyLink is a limited liability company organized under the laws of the State of Louisiana and has its principal place of business in Monroe, Louisiana.

62. CenturyTel of Wyoming, Inc. d/b/a CenturyLink is a corporation organized under the laws of the State of Wyoming and has its principal place of business in Monroe, Louisiana.

63. Coastal Utilities, Inc. d/b/a CenturyLink is a corporation organized under the laws of the State of Georgia and has its principal place of business in Monroe, Louisiana.

64. Embarq Florida, Inc. d/b/a CenturyLink is a corporation organized under the laws of the State of Florida and has its principal place of business in Monroe, Louisiana.

65. Embarq Minnesota, Inc. d/b/a CenturyLink is a corporation organized under the laws of the State of Minnesota and has its principal place of business in Monroe, Louisiana.

66. Embarq Missouri, Inc. d/b/a CenturyLink is a corporation organized under the laws of the State of Missouri and has its principal place of business in Monroe, Louisiana.

67. Gallatin River Communications L.L.C. d/b/a CenturyLink is a limited liability company organized under the laws of the State of Delaware and has its principal place of business in Monroe, Louisiana.

68. Gulf Telephone Company, LLC d/b/a CenturyLink is a limited liability company organized under the laws of the State of Alabama and has its principal place of business in Monroe, Louisiana.

69. Mebtel, Inc. d/b/a CenturyLink is a corporation organized under the laws of the State of North Carolina and has its principal place of business in Monroe, Louisiana.

70. Qwest Corporation d/b/a CenturyLink QC is a corporation organized under the laws of the State of Colorado and has its principal place of business in Monroe, Louisiana.

71. Spectra Communications Group, LLC d/b/a CenturyLink is a limited liability company organized under the laws of the State of Delaware and has its principal place of business in Monroe, Louisiana.

72. Telephone USA of Wisconsin, LLC d/b/a CenturyLink is a limited liability company organized under the laws of the State of Delaware and has its principal place of business in Monroe, Louisiana.

73. The El Paso County Telephone Company d/b/a CenturyLink is a corporation organized under the laws of the State of Colorado and has its principal place of business in Monroe, Louisiana.

74. United Telephone Company of Eastern Kansas d/b/a CenturyLink is a corporation organized under the laws of the State of Delaware and has its principal place of business in Monroe, Louisiana.

75. United Telephone Company of Indiana, Inc. d/b/a CenturyLink is a corporation organized under the laws of the State of Indiana and has its principal place of business in Monroe, Louisiana.

76. United Telephone Company of Kansas d/b/a CenturyLink is a corporation organized under the laws of the State of Kansas and has its principal place of business in Monroe, Louisiana.

77. United Telephone Company of New Jersey, Inc. d/b/a CenturyLink is a corporation organized under the laws of the State of New Jersey and has its principal place of business in Monroe, Louisiana.

78. United Telephone Company of Ohio d/b/a CenturyLink is a corporation organized under the laws of the State of Ohio and has its principal place of business in Monroe, Louisiana.

79. The United Telephone Company of Pennsylvania LLC d/b/a CenturyLink is a limited liability company organized under the laws of the Commonwealth of Pennsylvania and has its principal place of business in Monroe, Louisiana.

80. United Telephone Company of Texas, Inc. d/b/a CenturyLink is a corporation organized under the laws of the State of Texas and has its principal place of business in Monroe, Louisiana.

81. United Telephone Company of the Carolinas LLC d/b/a CenturyLink is a limited liability company organized under the laws of the State of South Carolina and has its principal place of business in Monroe, Louisiana.

82. United Telephone Company of the Northwest d/b/a CenturyLink is a corporation organized under the laws of the State of Oregon and has its principal place of business in Monroe, Louisiana.

83. United Telephone Company of the West d/b/a CenturyLink is a corporation organized under the laws of the State of Delaware and has its principal place of business in Monroe, Louisiana.

84. United Telephone Southeast LLC d/b/a CenturyLink is a limited liability company organized under the laws of the Commonwealth of Virginia and has its principal place of business in Monroe, Louisiana.

85. Defendant Level 3 Communications, LLC is a limited liability company organized under the laws of the State of Delaware and has its principal place of business in Broomfield, Colorado.

86. Defendant WilTel Communications, LLC is a limited liability company organized under the laws of the State of Delaware and has its principal place of business in Broomfield, Colorado.

87. Defendant Global Crossing Telecommunications, Inc. is a corporation organized under the laws of the State of Michigan and has its principal place of business in Broomfield, Colorado.

### **JURISDICTION AND VENUE**

88. The Court has subject-matter jurisdiction over Count One pursuant to 28 U.S.C. § 1331 (federal question), because it turns on a question of federal law, and asserts a claim for breach of tariffs filed with the Federal Communications Commission (“FCC”). Similarly, this Court has federal-question subject-matter jurisdiction over Count Three, to the extent Count Three seeks a declaration regarding Level 3’s compliance with the terms of the CenturyLink LECs’ FCC-filed tariffs.

89. The Court has subject-matter jurisdiction over Count Two pursuant to 28 U.S.C. § 1367 (supplemental), because it asserts claims for breach of state-filed tariffs that are so related to the claims in Count One that they form part of the same case or controversy. Similarly, this

Court has supplemental subject-matter jurisdiction over Count Three, to the extent Count Three seeks a declaration regarding Level 3's compliance with the terms of the CenturyLink LECs' state-filed tariffs.

90. The Court has personal jurisdiction over Level 3 pursuant to Colo. Rev. Stat. § 13-1-124. Level 3's principal place of business is in Colorado, and thus Level 3 is subject to general personal jurisdiction in this Court. In addition, some of Level 3's actions described herein took place in Colorado, and thus Level 3 is subject to specific personal jurisdiction in this Court.

91. Venue is appropriate in this Court pursuant to 28 U.S.C. § 1391(b)(1) because Level 3 is a resident of this judicial district within the meaning of 28 U.S.C. § 1391(c)(2), and pursuant to 28 U.S.C. § 1391(b)(2) because a substantial part of the events or omissions giving rise to the claims set forth herein occurred in this judicial district.

### **FACTUAL ALLEGATIONS**

#### **CENTURYLINK LECs' ACCESS SERVICES AND ACCESS CHARGES**

92. The CenturyLink LECs are local exchange carriers ("LECs") that provide, among other things, local telephone services in many states throughout the country, including in Colorado.

93. One of the standard services that the CenturyLink LECs provide is called "access services." Access services are used by interexchange carriers ("IXCs") to provide long-distance services. Access services allow an IXC to route calls on its long-distance network to or from a LEC's local telephone network.

94. IXC's obtain the CenturyLink LECs' access services by ordering them, either actually (through submission of order requests) or constructively (through use of existing access service facilities).

95. Access services are "interstate" if the points of origination and termination at the start of a call are in two different states. Access services are "intrastate" if those two points are both within the same state.

96. The CenturyLink LECs' interstate access services are governed by tariffs that the CenturyLink LECs lawfully have on file at the FCC (the "Federal Tariffs"). Similarly, the CenturyLink LECs' intrastate access services are governed by tariffs that the CenturyLink LECs lawfully have on file with the public utility/service commissions within each state (the "State Commissions" and the "State Tariffs"), for instance, the Colorado Public Utilities Commission.

97. The CenturyLink LECs' Federal and State Tariffs set forth the terms and conditions, including the applicable charges ("access charge"), for the CenturyLink LECs' access services. These terms and conditions include, among other things, the process and due dates for payment of the CenturyLink LECs' access charges. The Tariffs also impose late charges on any payments that are not paid by the required due dates, including when IXC's withhold payments based on disputes that are later resolved against them. The Tariffs also require customers to indemnify the CenturyLink LECs for expenses such as attorneys' fees that result from the customers' actions, which here would include failure to pay required charges.



**LEVEL 3'S NONPAYMENT OF CENTURYLINK LECs' ACCESS CHARGES**

98. Level 3 is an IXC. Level 3 ordered and used the CenturyLink LECs' interstate and intrastate tariffed access services to exchange calls between Level 3's long-distance network and the CenturyLink LECs' local networks.

99. The CenturyLink LECs timely rendered bills, and will continue to do so, to Level 3 for Level 3's use of the CenturyLink LECs' access services ("access bills"). These access bills set forth the access charges required by the CenturyLink LECs' Federal and State Tariffs for those access services.

100. Starting in early 2014, Level 3 has not paid some of the access charges set forth in the CenturyLink LECs' access bills. In the vernacular of the industry, Level 3 is "withholding" these payments. The withheld payments include both interstate and intrastate access charges.

101. Level 3 explained that it is withholding these payments because, according to Level 3, the calls to which the access charges apply are "intraMTA" calls. Level 3 has unilaterally determined which access charges, it contends, relate to intraMTA calls.

102. Level 3 even withheld currently-due payments for charges unrelated to intraMTA calls, purportedly to offset intraMTA-related charges in prior billing periods (which is called "self-help").

103. IntraMTA calls, for purposes relevant here, are calls that traverse three different carriers' phone networks: (1) a LEC's local network on one end of the call; (2) a wireless carrier's network on the other end; and (3) an IXC's network in the middle; and the originating and terminating points of the call, at the time the call is initiated, are within the same Major

Trading Area (“MTA”). MTAs are geographic areas, often including all or parts of multiple states, used by the FCC to establish licensing areas for certain cellphone services.

104. Level 3 uses the CenturyLink LECs’ access services when it exchanges intraMTA calls between its long-distance network and the local phone network of one of the CenturyLink LECs. That use of the CenturyLink LECs’ access services subjects Level 3 to the terms and conditions of the CenturyLink LECs’ Federal and State Tariffs, including the access charges, late payment charges and payment deadlines set forth in those Tariffs.

105. By not paying these access charges by the deadlines set forth in the CenturyLink LECs’ Federal and State Tariffs, Level 3 is also obligated to pay late payment charges set forth in those Federal and State Tariffs, at amounts that continue to accrue over time until the unpaid access charges are actually paid.

**COURT RULING THAT IXCS OWE ACCESS CHARGES FOR INTRAMTA CALLS**

106. Just like Level 3, other IXC’s like Sprint and Verizon Business started withholding payments to the CenturyLink LECs for access charges in 2014, where the charges relate to access services for calls they deem to be intraMTA calls.

107. In 2014, Sprint and Verizon Business filed dozens of lawsuits against the CenturyLink LECs and hundreds of other LECs concerning access charges and intraMTA calls. The Judicial Panel on Multidistrict Litigation (the “Panel”) transferred these cases to the Hon. Judge Sydney Fitzwater in the U.S. District Court for the Northern District of Texas in a multidistrict litigation (“MDL”) proceeding for consolidated pretrial activities. *In re IntraMTA Switched Access Charges Litig.*, No. 3:14-MD-2587-D (N. D. Tex.) (the “MDL Proceeding”).

108. On November 17, 2015, the Court issued a Memorandum Opinion and Order granting the Motion to Dismiss under Rule 12(b)(6) of the CenturyLink LECs and the other Defendant LECs. *In re IntraMTA Switched Access Charges Litig.*, No. 3:14-MD-2587-D, 2015 WL 7252948 (N.D. Tex. Nov. 17, 2015) (the “MDL Order”). The Court held that, consistent with 47 C.F.R. §§ 69.2 & 69.5, IXC’s are subject to LECs’ access charges for the exchange of intraMTA calls. These regulations, which have been in effect and virtually unchanged since 1984, do not exempt intraMTA calls, as the Court held. Thus, IXC’s must pay tariffed access charges for their exchange of intraMTA calls with LECs like the CenturyLink LECs.

109. Sprint and Verizon argued that, in a significant order the FCC promulgated in 1996, the FCC exempted IXC’s from paying LECs’ access charges when IXC’s use LECs’ access services to exchange intraMTA calls. The Court rejected that argument. In Section 251(g) of the Telecommunications Act of 1996 (codified at 47 U.S.C. § 251(g)), Congress stated that IXC’s would continue to pay access charges to LECs unless the FCC “expressly superseded” its existing regulations (which include 47 C.F.R. §§ 69.2 & 69.5). In the 1996 order on which Sprint and Verizon relied, the FCC said that “nothing” in that order affected access charges paid by IXC’s; and the FCC has never, at any time, expressly superseded 47 C.F.R. §§ 69.2 & 69.5 with respect to intraMTA calls. The Court similarly rejected all of the other authorities cited by Sprint and Verizon, finding none of them addressed access charges paid by IXC’s to LECs for intraMTA calls.

110. Level 3 is relying on the very same arguments that Sprint and Verizon lost in the MDL Proceeding. Thus, the Court in the MDL Proceeding has rejected the basis of Level 3’s withholding of payments for the CenturyLink LECs’ access charges.

111. Level 3 has never had a valid basis to refuse to pay the access charges required by the CenturyLink LECs' Federal and State Tariffs, for Level 3's use of the CenturyLink LECs' interstate and intrastate access services related to intraMTA calls. Those charges are properly due and owed, as well as the late payment charges and costs of collection that continue to accrue.

112. To the extent Level 3 will continue to withhold payments for access charges in the future relating to intraMTA calls, Level 3 similarly will have no basis for doing so.

**COUNT ONE**  
**BREACH OF FEDERAL TARIFFS**

113. The CenturyLink LECs incorporate by reference the allegations contained in paragraphs 1 through 112 of this Complaint as if set forth in their entirety.

114. Level 3 has failed to pay all access charges required by the CenturyLink LECs' Federal Tariffs for interstate access services that Level 3 ordered and used for what Level 3 purports are interstate, intraMTA calls.

115. Because Level 3 failed to pay these access charges by the due date set forth by the CenturyLink LECs' Federal Tariffs, Level 3 also owes late charges as set forth in the Federal Tariffs.

116. Level 3 is liable to the CenturyLink LECs for the amount of unpaid access charges and unpaid late charges. The CenturyLink LECs' Federal Tariffs also require Level 3 to reimburse the CenturyLink LECs for attorneys' fees and costs related to this lawsuit.

117. The Court should enter judgment in the CenturyLink LECs' favor and against Level 3 in an amount to be proven at trial.

**COUNT TWO**  
**BREACH OF STATE TARIFFS**

118. The CenturyLink LECs incorporate by reference the allegations contained in paragraphs 1 through 117 of this Complaint as if set forth in their entirety.

119. Level 3 failed to pay all access charges required by the CenturyLink LECs' State Tariffs for intrastate access services that Level 3 ordered and used for what Level 3 purports are intrastate, intraMTA calls.

120. Because Level 3 failed to pay these access charges by the due date set forth by the CenturyLink LECs' State Tariffs, Level 3 also owes late charges as set forth in the State Tariffs.

121. Pursuant to some state laws and the CenturyLink LECs' State Tariffs, Level 3 also must reimburse the CenturyLink LECs for their attorneys' fees and costs relating to this lawsuit.

122. Level 3 is liable to the CenturyLink LECs for the amount of unpaid access charges, unpaid late charges and the CenturyLink LECs' attorneys' fees.

123. The Court should enter judgment in the CenturyLink LECs' favor and against Level 3 in an amount to be proven at trial.

**COUNT THREE**  
**DECLARATORY JUDGMENT**

124. The CenturyLink LECs incorporate by reference the allegations contained in paragraphs 1 through 123 of this Complaint as if set forth in their entirety.

125. A substantial controversy exists between the parties that is immediate and real because Level 3 continues to withhold access charges from the CenturyLink LECs, on the basis that the access charges purportedly do not apply to the exchange of intraMTA calls between

Level 3's long-distance network and the CenturyLink LECs' local phone networks. Based on its refusal to pay these fees since early 2014, Level 3 is likely to continue to refuse to pay these access charges into the future.

126. The parties have adverse legal interests, as the CenturyLink LECs maintain that Level 3 owes these access charges, but Level 3 continues to withhold them.

127. A judgment declaring that "Level 3 is obligated in the future to pay access charges, as set forth in the CenturyLink LECs' Federal and State Tariffs, for exchanging intraMTA calls between Level 3's long-distance network and the CenturyLink LECs' local telephone networks" will finalize this controversy between the parties and offer relief from the current dispute.

128. Pursuant to the Declaratory Judgment Act, 28 U.S.C. § 2201, this Court should enter a declaration that Level 3 is obligated in the future to pay access charges, as set forth in the CenturyLink LECs' Federal and State Tariffs, for exchanging intraMTA calls between Level 3's long-distance network and the CenturyLink LECs' local telephone networks.

#### **PRAYER FOR RELIEF**

WHEREFORE, the CenturyLink LECs pray that the Court enter judgment in favor of the CenturyLink LECs and against Level 3 awarding:

1. Damages (in an amount to be proven at trial);
2. An award of any costs or fees to which the CenturyLink LECs may be entitled;
3. A declaration that Level 3 is obligated in the future to pay access charges, as set forth in the CenturyLink LECs' Federal and State Tariffs, for exchanging intraMTA calls

between Level 3's long-distance network and the CenturyLink LECs' local telephone networks;  
and

4. Any other relief that the Court determines is just.

Dated: January 4, 2016

Respectfully submitted,

/s/ Douglas P. Lobel

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